



DELAWARE HEALTH  
AND SOCIAL SERVICES

**Division of Management Services**

1901 N. DuPont Highway  
New Castle, DE 19720

# State of Delaware

## HEALTHY WOMEN HEALTHY BABIES PROGRAM 2.0

### Request for Proposal HSS 19 029 For Division of Public Health

*February 4, 2019*

**- Deadline to Respond –  
April 2, 2019  
11:00 AM (Local Time)**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
FOR  
HEALTHY WOMEN HEALTHY BABIES PROGRAM 2.0  
HSS 19 029**

**Contents:**

|      |   |
|------|---|
| I.   | Overview  |
| II.  | Scope of Services   |
| III. | Required Information  |
| IV.  | Professional Services RFP Administrative Information  |
| V.   | Contract Terms and Conditions   |
| VI.  | RFP Miscellaneous Information   |
| VII. | Attachments   |
|      | Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS  |
|      | Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS   |
|      | Appendix C - Sample Contract Boilerplate  |
|      | Appendix D - Governor's Infant Mortality Task Force Recommendations   |
|      | Appendix E - Reducing Infant Mortality by Improving Women's Health: Community Members' Input, Summer/Fall 2018, Executive Summary |
|      | Appendix F - Healthy Women, Healthy Babies 2.0 Innovation for Impact Report   |
|      | Appendix G - Healthy Women, Healthy Babies Logic Model  |
|      | Appendix H - Social Determinants of Health ICD 10 Codes and Explanation   |
|      | Appendix I - Psychosocial Characteristics of HWHB and non-HWHB from PRAMS Data  |
|      | Appendix J - High Risk Healthy Women, Healthy Babies Zone, Delaware 2010-2017   |
|      | Appendix K - Basic Preliminary HWHB Entry Check (Intake Form)   |
|      | Appendix L - Consent Form   |
|      | Appendix M - Data fields for HWHB 2.0   |

**I. Overview**

The State of Delaware Department of Department of Health and Social Services, Division of Public Health, seeks professional services for Healthy Women Healthy Babies Program 2.0. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

|                        |                         |
|------------------------|-------------------------|
| Public Notice          | Date: February 4, 2019  |
| Deadline for Questions | Date: February 18, 2019 |

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

|   |   |
|---|---|
| Pre-bid Meeting                             | Date: March 1, 2019 at 10:00am                  |
| Response to Questions Posted by:            | Date: March 11, 2019                            |
| Deadline for Receipt of Proposals<br>(Time) | Date: April 2, 2019 at 11:00 AM (Local<br>Time) |
| Estimated Notification of Award             | Date: April 16, 2019                            |
| Estimated Project Begin Date                | Date: July 1, 2019                              |

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PRE-BID MEETING**

A **mandatory** pre-bid meeting has been scheduled for **March 1, 2019 at 10:00 AM** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

**This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

To ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to two (2) individuals. Bidders should RSVP to [DHSS DMS dmsprocure@state.de.us](mailto:DHSS_DMS_dmsprocure@state.de.us).

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## II. Scope of Services

### A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- responding to critical health issues and disasters;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

In 2004, the Governor appointed the Infant Mortality Task Force to identify risk factors and implement interventions to prevent infant mortality and reverse the infant mortality rate increases in the State of Delaware. The task force produced twenty recommendations for implementation.

Delaware's infant mortality rate of **7.5 deaths per 1000** births is higher than the US. rate of 5.9 deaths per 1000 (**2012-2016**). In addition to our infant mortality rate being higher than the national average, we have racial, ethnic and geographic disparities that affect birth outcomes. The average black infant mortality rate in Delaware is **12.5/1000 in 2012-2016**, more than twice as high as the white rate of **5.1/1000** live births.

Women with a history of poor birth outcomes are more likely to experience a problematic pregnancy or complications at delivery. These problems and complications may be medical or psychosocial in nature. The health of women prior to conception affects both the duration of pregnancy and delivery. An infant's health is also affected by behaviors and practices of women prior to and during pregnancy.

To address this problem, the Governor's Infant Mortality Task Force recommended improving access to high quality preconception care, prenatal care and inter conception care. These recommendations have been constituted in the Healthy Women Healthy Babies program (see Appendix D for model).

There have been numerous events over the last year and a half that have helped to shape the program's goals for the upcoming term. Five Chat-n-Chew events were held throughout the state with women of reproductive age to learn more about the health of women, barriers to accessing services, and knowledge and attitudes of women's wellness before, during and in between pregnancies. The Chat-n-Chew events gathered input from consumers in an informal focus group setting and feedback was summarized in a report (see Appendix E). In October 2018, a public forum was held, Healthy Women, Healthy Babies 2.0 Innovation for Impact, to learn about best practices and hear directly from stakeholders on priorities for the next phase of the program (see

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Appendix F). Please also see attached a Healthy Women, Healthy Babies Logic Model (see Appendix G), which conceptualizes the life course approach to the model.

## **B. Project Goals**

DHSS upholds providers as partners in achieving our mission of improving health outcomes for women and their babies in Delaware. In an effort to continually learn together in pursuit of achieving this goal, DHSS has reframed this RFP to integrate an outcomes-orientation and culture throughout the contracting process and ongoing service delivery relationship. By focusing on outcomes, DHSS takes an equity-driven approach that deepens funder-provider-participant mutual accountability in designing and delivering services. This approach elevates provider and participant voice, increases provider flexibility, and encourages the application of data and local experience and expertise in customizing the program to achieve priority outcomes.

Through this RFP and contracting process, DHSS also seeks more frequent communication with providers and participants in which all partners discuss program progress, results, and ideas for removing system barriers, adapting practices, and ultimately achieving success.

The goal of this project is improve birth outcomes across the state by improving access to high quality preconception, prenatal and interconception care and collecting the requisite data to evaluate and improve the effectiveness of the program.

**Priority populations** to receive these services will include “high risk” populations. Definition of “high risk” population are those women with a history of poor birth outcomes (a previous low birth weight delivery ( $\leq 2500$  grams), premature birth ( $< 37$  weeks gestation), infant death (mortality at  $\leq 12$  months of age), or fetal death/stillbirth (weight of at least 350 grams or if weight unknown, at least 20 weeks gestation at demise), African American women, and 2 or more risk factors: Chronic disease (diabetes/pre-diabetes and high blood pressure); Maternal age under 18 or over 35; Late entry into prenatal care (after 1<sup>st</sup> trimester); Risk for birth defects (exposure or family history); at or below 300% FPL; high stress; Mental illness (based on diagnosis or depression scale); BMI at or above 30 (obese) thereby reducing the infant mortality rate. Under this project, women of reproductive age are defined as women from menarche to menopause.

Statistics show that among this high-risk population, there is a segment of women with a higher risk of poor birth outcomes. That segment is African American, Medicaid eligible women. In the State of Delaware, an African American infant is 2.5 times more likely to die (with 12.5 deaths per 1,000 live births) as compared to a white infant (with 5.1 deaths per 1,000 live births) This ratio represents a glaring disparity that DHSS sees as unacceptable. In order to address the significant disparities in birth outcomes between White women and Black non-Hispanic women in Delaware, the program targets the population at “higher risk” of poor birth outcomes. Based on the data that DHSS has been monitoring for over a decade, African American women are at even higher risk of poor birth outcomes among the high-risk population; with their infants 2.5 times more likely to face infant mortality than white infants. To reduce this disparity in birth outcomes, the HWHB program is shifting beyond a generalized understanding into a more granular understanding of the HWHB beneficiary population.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Part of this shift is an emphasis on Social Determinants of Health (SDOH). Over the past decade, the interest in SDOH has grown. Research has shown that factors outside the clinic setting are an important influence on a person's mental and physical (medical) wellbeing. Factors such as unhealthy housing, food deserts, lack of transportation, food insecurity, domestic violence, and legal issues can greatly influence a person's health. Appendix H gives an explanation of SDOH codes used in ICD-10 and a list of ICD-10 coding for use with SDOH. The SDOH codes are part of descriptors known as Z codes and cover the range Z55 – Z65. They are part of the larger set of Z codes, Z00 – Z99, used to represent reasons for encounters. Appendix H also contains an example of how SDOH screening and Z codes can be used in the clinic setting.

Another item of information is available at <https://www.findacode.com/articles/using-z-codes-for-exams-27858.html>

African American women make up only 39% of the present Healthy Women, Healthy Baby (HWHB) program beneficiaries. A recent program evaluation (Appendix I) found that African American and Hispanic (62%) HWHB enrolled women whose delivery was paid by Medicaid had better outcomes as compared with African American and Hispanic non-HWHB women on Medicaid. Specifically, these women were: 11% less likely to smoke; 15% less likely to have preterm birth; and infants delivered by HWHB had lower neonatal mortality rates. Given this impact, it would be beneficial to increase enrollment of African American women. There are approximately 42,000 African American women of maternal age (i.e. between 15-45 years old) in Delaware, of which 65% (27,300) are Medicaid eligible. Increased enrollment of this higher risk population will facilitate access to enhanced care, better outcomes, and assist with narrowing the disparity ratio.

The Healthy Women Healthy Babies Program's long term goals are:

- Decrease in premature births;
- Decrease in low birth weight (LBW) and very low birth weight babies (VLBW);
- Decrease in disparity ratio of poor birth outcomes (for e.g., neonatal mortality and postnatal mortality between African American and White infants);
- Decrease in infant mortality; and
- Decreased birth defects.

Partnerships with non-profit agencies, state agencies and communities are intended to strengthen the infrastructure and capacity for preconception and prenatal.

Multiple contracts are expected to be awarded.

## **C. Scope of Services**

All components listed in this section are mandatory.

### **1. Target Zones**

The Division of Public Health (DPH) seeks HWHB Providers for the following areas listed below. The bidder should clearly address which zone they plan to serve. The zones are defined by zip codes and census tracts (See Appendix J). A bidder can submit a proposal for one zone or multiple zones as long as they have proof of experience serving the community in question or a demonstrated tract record of quickly developing relationships with communities.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

The bidder should include a detailed description of current relationships within the six target zones. Relationships are defined as formal or informal agreements to partner on mutually beneficial projects or activities. Letters of reference/recommendation from community organizations, neighborhood associations, faith-based organizations, businesses, etc. must be included as evidence of existing or proposed relationships. The level of specificity within the letter of reference/recommendation will be closely reviewed.

Zone 1: Wilmington

Zone 1 includes the cities and town of Wilmington, Claymont, Newark and New Castle. It is comprised of zip codes 19703, 19809, 19802, 19801, 19805, 19804, 19702 and 19720 and census tracts 2, 3, 5, 6.01, 6.02, 9, 15, 16, 19.02, 21, 22, 23, 24, 25, 26, 27, 29, 30.02, 101.01, 107.02, 122, 123, 124, 125, 129, 136.08, 147.06, 149.03, 149.06, 149.07, 149.08, 149. See Appendix J for a definition of the zone and demographic information. See Appendix J for a definition of the zone and demographic information.

Zone 2: Kent County

Zone 2 is located in the central geographic region of Delaware. It includes the cities and towns of Dover and Smyrna. It is comprised of zip codes 19901, 19904 and 19938 and census tracts 402.01, 405.01, 405.02, 410, 412, 414, 415 and 433. See Appendix J for a definition of the zone and demographic information.

Zone 3: Western Sussex

Zone 3 is located in the southwestern region of Delaware. It includes the cities and towns of Seaford, Bridgeville and Greenwood. It is comprised of zip codes 19973, 19933 and 19950 and census tracts 503.1, 504.03, 504.06, and 504.07. See Appendix J for a definition of the zone and demographic information.

**2. Benchmarks:**

Applicants shall report quarterly on progress toward achieving the HWHB benchmark goals. For those selected vendors milestones will be developed to help meet the Benchmarks during the contract term. Failure to ensure compliance with reporting requirements once an award is made may result in further actions or termination of the contract.

DPH/DHSS will measure success by tracking the benchmarks listed below to monitor the collective impact and the effectiveness of the program. Depending on the characteristics of the beneficiary population at a particular provider site, DHSS may also measure success through additional benchmarks and outcomes if these will lead to a better understanding of provider and program performance.

DPH/DHSS will also consider other proposed benchmarks and outcomes suggested by the provider or that may become necessary/relevant over the course of time. DPH/DHSS is interested in working with individual providers to prioritize the list of benchmarks and outcomes tracked to deepen both funder and provider understanding of program impact. Data sources and data sharing for measuring performance will, therefore, be defined and agreed to between both parties.

DPH/DHSS values providers as partners in selecting performance measures and analyzing and discussing outcomes data. Together, this data collected on the progress of the program and its impact is intended not only to demonstrate the program's results,

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

but also to be used as a tool throughout program implementation to inform real-time program and system improvements in pursuit of the best outcomes. Some performance measures (“priority outcomes”) will be used to evaluate programs effectiveness; whereas others (“other outcomes of interest”) will be used in tandem with qualitative data for program improvement and best-practice sharing conversations.

Providers are expected to share performance data on achieving the following required benchmark:

a. 100% of the HWHB enrollees are documented as being asked if they plan to be pregnant within the next year (i.e. One Key Question or Pregnancy Intention Screening Question)

- Describe how your program will document the Pregnancy Intention Screening Question.
- Specify the intervals for screening and specific case management/ care coordination approaches to assure Pregnancy Intention Screening Question is asked.

Providers are expected to select from five of the following benchmarks those that they wish to work on for their site and share performance data on achieving those selected benchmarks:

- a. Increase the proportion of HWHB participants who have a documented reproductive life plan to 90%.
- Describe how your program will document and pass onto DPH that a reproductive life plan was given. Describe the tools and staffing approach that you will use.
  - Describe how your program will increase clinic staff awareness of best practices in preconception, prenatal care, birth, postpartum, interconception, well-woman care and reproductive life planning.
  - Describe how your program will provide health promotion and education to improve women’s health.
- b. Increase the proportion of HWHB participants who receive a postpartum visit to 80% between 3 and 12 weeks postpartum per American College of Obstetricians and Gynecologists (ACOG) recommendation<sup>1</sup>.
- Describe how your program will promote and track postpartum visits.
  - Describe how your program will increase clinic staff awareness of best practices in preconception, prenatal care, birth, postpartum, interconception, well-woman care and reproductive life planning.
  - Describe how you will provide health promotion and education on the postpartum visit to improve women’s health.
- c. Increase the proportion of HWHB participants who receive a well-woman<sup>2,3</sup> visit to 80%.

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<sup>1</sup> <https://www.acog.org/-/media/Committee-Opinions/Committee-on-Obstetric-Practice/co736.pdf?dmc=1&ts=20180522T1442482827>



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- Describe how your program will promote and track the use of clinical preventive services.
  - Describe how you will promote and monitor interconception health among high-risk women, including chronic disease management and reduction of reproductive health risk.
  - Describe how you will provide health promotion and education to improve women's health.
  - Describe how you will augment community-wide health education and promotion in the suggested areas for women and their partners.
- d. Increase the proportion of HWHB participants that abstain from tobacco use to 80%.
- Describe how your program will track tobacco use.
  - Describe how you will promote and augment tobacco cessation strategies to HWHB participants.
  - Specify the screening tools, intervals for screening and specific case management/ care coordination approaches to assure completed service referrals and follow up.
- e. Increase the proportion of HWHB patients screened for substance misuse to 100%.
- Describe how your program will track substance misuse.
  - Describe how you will promote and augment substance misuse cessation strategies to HWHB participants.
  - Specify the screening tools, intervals for screening and specific case management/ care coordination approaches to assure completed service referrals and follow up.
  - Describe how your program will use the evidence-based practice of screening, brief intervention, and referral to treatment when conducting standardized screening.
  - Describe linkages and service coordination activities with substance use disorder treatment behavioral health providers and recovery support providers (e.g. peer support groups) who may improve access to such services.
- f. Increase the proportion of HWHB participants who have an optimal spaced birth (i.e. waiting at least 18 months between giving birth and getting pregnant)
- Describe how your program will document and educate on optimal birth spacing.
  - Specify the screening tools, intervals for screening and specific case management/ care coordination approaches to assure optimal birth spacing education.
- g. Increase the proportion of HWHB participants who receive depression screening and referral to 100%.

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<sup>2</sup> [www.beforeandbeyond.org](http://www.beforeandbeyond.org); *Health Care System Measures to Advance Preconception Wellness: Consensus Recommendations of the Clinical Workgroup of the National Preconception Health and Health Care Initiative*. Obstetrics & Gynecology: May 2016 - Volume 127 - Issue 5 - p 863–872.  
[https://journals.lww.com/greenjournal/Fulltext/2016/05000/Health\\_Care\\_System\\_Measures\\_to\\_Advance.8.aspx](https://journals.lww.com/greenjournal/Fulltext/2016/05000/Health_Care_System_Measures_to_Advance.8.aspx)

<sup>3</sup> A well woman visit is defined as a preventive health visit and focuses on prevention (i.e. screening, education and counseling), planning, personal health risks and how to address them working with a health care provider. It can be a single annual visit during a 12 month period or additional visits may be necessary depending on the health risk. To learn more, please visit the following link on Women Wellness -

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- Describe how your program will track depression screening.
  - Describe how you will promote and augment mental health intervention strategies to HWHB participants.
  - Specify the validated screening tool (i.e. PHQ9 or **Edinburgh** Postnatal Depression Scale) that your program will use, intervals for screening and specific case management/ care coordination approaches to assure completed service referrals and follow up.
  - Describe how your program will use the evidence-based practice of screening, brief intervention, and referral to treatment when conducting standardized screening.
  - Describe linkages and service coordination activities with behavioral health providers and support providers (e.g. peer support groups) who may improve access to such services.
- h. Increase the proportion of HWHB participants who receive intimate partner violence (IPV) screening and referral to 100%.
- Describe how your program will track intimate partner violence screening.
  - Describe how you will promote and augment intimate partner violence intervention strategies to HWHB participants.
  - Specify the screening tools, intervals for screening and specific case management/ care coordination approaches to assure completed service referrals and follow up.
  - Describe how your project will use the evidence-based practice of screening, brief intervention, and referral to services when conducting standardized screening.
  - Describe linkages and service coordination activities with domestic violence providers and support providers who may improve access to such services.
- i. Increase the proportion of pregnant HWHB participants who were documented as receiving prenatal care in their first trimester.
- Describe how your program will ensure timely entry to care for HWHB participants.
  - Describe how you will promote and augment early entry to prenatal care.
- j. Decrease the percentage of HWHB enrollees documented as being overweight or obese (i.e. reduction in BMI)
- Describe how your program will document obesity.
  - Describe how you will provide healthy eating and physical activity education to improve women's health.
- k. Screen every HWHB participant for the Social Determinants of Health (SDOH) (i.e. using a promising or validated screening tool such as IHELP or PREPARE).
- Describe how your program will track and report on SDOH screening.
  - Describe how you will promote and augment SDOH intervention strategies to HWHB participants.
  - Specify the screening tools, intervals for screening and specific case management/ care coordination approaches to assure completed service referrals and follow up.
  - Describe how your project will use the evidence-based practice of screening, brief intervention, and referral to services when conducting standardized screening.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- Describe linkages and service coordination activities with SDOH home visiting providers and and/or other support providers who may improve access to such services.
- l. Screen every HWHB participant for hypertension.
  - Describe how your program will document hypertension.
  - Describe how you will provide healthy eating and physical activity education to improve women's health and reduce hypertension.
- m. Conduct patient satisfaction surveys quarterly to achieve continuous quality improvement using an evidence based tool.
  - Continuous Quality Improvement (CQI) is the ongoing cycle of collecting data and using it to make decisions to improve a program, its processes, and its outcomes. A CQI plan is the roadmap for doing so. The plan focuses on quality of service (care), patient (beneficiary) satisfaction, and outcome improvements. Because of this focus, data collection (for e.g. quantitative: through surveys and enrollment and attendance forms; and qualitative: through focus groups responses, staff meeting notes, and needs assessments) and analysis is central to CQI and is an essential component of the HWHBs program. This means that tracking, assessing, and improving outcomes for the HWHB program will require a deliberate CQI plan and effort by providers which emphasizes quality improvement based on a system of care that is: safe, equitable, timely, effective, patient-centered, and efficient. CQI amongst HWHB providers will be used to gather feedback on an ongoing basis and to make evidence-based programmatic changes.
  - Describe what evidence based tool your program will use to conduct patient satisfaction surveys and frequency of distribution.
- n. Innovation to address preventive oral healthcare.
  - Describe what approaches your program will utilize to promote oral health.
- o. Increase enrollment of HWHB participants that are African American ywomen. Currently, African American women make up only 39% of the program's beneficiary population, despite being the most at-risk for poor birth outcomes. It is important that HWHB identify more points of engagement that are specifically focused on targeting this population.
  - Providers selected to operate the HWHBs program are expected to use a lifecourse approach in delivering services and address the social determinants that impact health outcomes for HWHB participants.
  - Please describe how your program will conduct and provide outreach and recruitment to identify high-risk women in your community for enrollment in the HWHBs program.
- p. Innovation: discuss aspects of your program not detailed above that will be used to address one or more of the benchmarks.

**3. Required Upfront Enrollment.**

In order to ensure the best allocation of program resources to meet the needs of program participants, HWHB providers will be required to complete up-front confirmation of eligibility and enrollment based on the eligibility requirements and enrollment/client

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

pathway outlined below. This will ensure more effective service provision and better coordination with resources.

Upon identification of eligibility for a HWHB participant, providers are required to determine the complete risk profile of HWHB participants using a standardized intake form (see Appendix K). This includes determining all of the potential risk factors that may be affecting each participant and recording these. Risk factor determination will allow providers to better stratify the risk levels of all HWHB participants at their site so as to more effectively recommend additional services at the provider's site and/or referrals needed to other providers.

Eligibility Requirements: Eligibility of prospective clients will be determined in accordance with the eligibility criteria set Identification of prospective clients, (see Appendix K) confirmation of their eligibility, and entrance into the HWHB program will be conducted by each HWHB provider.

Enrollment/Client Pathway: Complete and accurate records of HWHB participant enrollment is required to be completed during the participant's first receipt of HWHB services using a standardized intake form (Appendix K) and HWHB Consent Form (Appendix L). These services include all of the services outlined in Section II. Scope of Services. At the first record of eligibility and first receipt of HWHB services, HWHB participants will be notified of their enrollment in the HWHB program and provided information on the complete services offerings for which they are now deemed eligible as participants of the HWHB program.

#### **4. Operating Committee Meetings**

Through this RFP and contracting process, DPH/DHSS also seeks more frequent communication with providers and participants in which all partners discuss program progress, results, and ideas for removing barriers, adapting practices, and ultimately achieving priority outcomes. DPH/DHSS views the quest to achieving positive birth outcomes amongst high-risk women in Delaware as a collaborative learning process that requires data, community voice, strong partnership, and conversation to continuously improve program delivery. This approach is a first step in the broader process of working together to achieve better outcomes for women in Delaware and their babies.

Receipt of funding from DPH/DHSS through the HWHB program requires participation in quarterly cross-provider operating committee meeting. The purpose of this meeting is to assess, manage, and evaluate the performance of the HWHB program on an ongoing basis by bringing all relevant stakeholders to the table. This committee will:

- Support two-way, collaborative engagement of the provider community on goals and build mutual accountability between the state and providers through regular and quality contact;
- Offer a deliberate space for providers to share learnings (best practices/barriers/challenges) and a platform to develop and review recommendations for continuous improvement; and
- Strengthen program management, which will drive better results.

The committee's participants will include DPH/DHSS and Medicaid representatives, HWHB program participants, Community Health Workers, and the following participants from each provider:

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- Include list of provider participants who should be in attendance: program coordinator, data and evaluation, and management.

The committee's standing agenda will include:

- Review of provider clinical, performance, and outcomes data;
- Review of relevant state/population level data;
- Share-out of best practices/barriers/challenges;
- Review of recommendations for continuous improvement; and
- Provider-sponsored agenda items.

**5. Increase Enrollment of “High Risk” Population of Program Beneficiaries**

- Definition of “high risk” population  
The HWHB program targets “high-risk” women in Delaware. Statistics show that among this high-risk population, there is a segment of women with a higher risk of poor birth outcomes. That segment is African American, Medicaid eligible women. In the State of Delaware, an African American infant is 2.5 times more likely to die (with 12.5 deaths per 1,000 live births) as compared to a white infant (with 5.1 deaths per 1,000 live births). This ratio represents a glaring disparity that DPH/DHSS sees as unacceptable.

African American women make up only 39% of program beneficiaries. A recent program evaluation found that African American and Hispanic (62%) HWHB enrolled women whose delivery was paid by Medicaid had better outcomes as compared with African American and Hispanic non-HWHB women on Medicaid. Specifically, these women were: 11% less likely to smoke; 15% less likely to have preterm birth; and infants delivered by HWHB had lower neonatal mortality rates. Given this impact, it would be beneficial to increase enrollment of African American women. There are approximately 42,000 African American women of maternal age (i.e. between 15-45 years old) in Delaware, of which 65% (27,300) are Medicaid eligible. Increased enrollment of this higher risk population will facilitate access to enhanced care, better outcomes, and assist with narrowing the disparity ratio.

- Community Health Workers  
Potential bidders are required to coordinate and collaborate with a Community Health Worker (CHW), Health Ambassador, Lay Health Advisor (LHA), or Promotora, defined as an individual who is indigenous to his or her community and consents to be a link between community members and the service delivery system.<sup>4,5</sup> Many health programs have turned to Health Ambassadors for their capacity to strengthen already existing community network ties<sup>6</sup> as well as their unique ability as connectors because many live in the communities in which they work, communicate in the language of the people in these communities, understand what is important to those communities, and

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<sup>4</sup> Service, C. and Salber, E (eds.). *Community Health Education: The Lay Health Advisor Approach*. Durham, NC, Duke University Health Care System, 1979.

<sup>5</sup> Eng, E. and Young, R. (1992). Lay health advisors as community change agents. *J Fam Community Health*, 15(1):4-40.

<sup>6</sup> Institute of Medicine (2002). *Unequal Treatment: Confronting Racial and Ethnic Disparities in Health Care*. Washington, DC: Institute of Medicine.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

recognize and integrate cultural buffers – such as cultural identity and traditional health practices – to help community members cope with stress and promote healthy outcomes.<sup>7,8,9</sup>

Coordination with CHWs will:

- Better enable support of the SDOH needs of program participants
- Improve care coordination and referral
- Increase community-based awareness of the program and its benefits; and
- Further, establish HWHBs program in the communities it seeks to serve.

The DPH/DHSS will be contracting separately with and funding community based organizations focused on serving the high-risk zones to support a centralized system of recruiting, hiring, scheduling, and training qualified CHWs to support the Healthy Women Healthy Babies program and address maternal and child health prevention and education more broadly.

## 6. Overview of Incentive Payment

During the term of the contract, DPH/DHSS will pay a Monthly Service Payment based on minimum enrollment as well as a portion of funds (“**Bonus Payment**”) determined according to whether the Provider over-performs against its performance targets, as described below.

The Bonus Payment (as defined below) will occur at the end of the trailing annual Period (as defined below) based on the performance for such monthly and quarterly data monitoring. [i.e. the Provider’s performance for Period 1 will be assessed at the end of Period 2, and any payment shall be based on the Provider’s performance during Period 1; etc.).

There are 4 steps to determining whether the Provider has met its performance targets and the size of the annual Contingent Bonus Payment:

|   | Steps  | Payment                            |
|---|--|------------------------------------|
| 1 | Setting a Performance Benchmark <ul style="list-style-type: none"><li>• “<b>Baseline</b>” monthly enrollment established through mandated upfront eligibility; and</li><li>• Established performance targets for each benchmark;</li><li>• Data collection and reporting</li><li>• Participation in continuous quality improvement</li></ul> | \$35/woman/month for new enrollees |
| 2 | Calculating actual “ <b>Increase Enrollment</b> ” of high-risk women to assess the Provider’s performance;   | \$10/woman/month                   |

<sup>7</sup> Centers for Disease Control and Prevention. (2011). CDC’s Division of Diabetes Translation. Community Health Workers/Promotores de Salud: Critical connections in Communities. Retrieved from: <http://www.cdc.gov/diabetes/projects/comm.htm>.

<sup>8</sup> Walters, K. and Simoni, J. (2002). Reconceptualizing native women’s health: an “indigenous” stress-coping model. *Am J Public Health*, 92, 520-524.

<sup>9</sup> Wilson, K., Bronstein, J., Blanton, C. (1998). Community Health Advisor Use: Insights from a National Survey. In: US Department of Human Services, Centers for Disease Control: *Community Health Advisors/Community Health Workers: Selected Annotations and Programs in the United States*, Volume III.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

|   |   |                  |
|---|---|------------------|
|   |   |                  |
| 3 | Calculating actual “ <b>High risk women who live in a HWHBs Zone</b> ”; and   | \$25/woman/month |
| 4 | Determining the size of the “ <b>Aggregate Contingent Bonus</b> ” (as defined below), if any, to be made to the Provider. | TBD              |

Once the size of the Aggregate Contingent Amount for a Period has been determined, DPH/DHSS will remit the Aggregate Contingent Amount to the Provider in the immediately subsequent Monthly Service Payment.

**a. Setting a Performance Benchmark (“Baseline”)**

**1) Baseline:** DPH/DHSS may consider and use any for the following, a combination of same, or other factors in order to develop a suitable baseline:

- The average recruitment (of the provider) for the high-risk population for the last year (or most recent 12 month period);
- The average growth rate for recruitment of this population by the provider;
- The average or expected population growth for the high-risk population; and
- A stretch factor based on a percentage of the annual average recruitment of high-risk population across the provider network.

**2) Performance Targets:** DPH/DHSS is seeking to reduce the disparity ratio by increasing the enrollment of the high-risk population (African American women) to the program. Based on a review of the historical trends across the provider network in recruiting this population, DPH/DHSS has established a set of estimated increases against the Baseline that it anticipates the Provider will achieve. DPH/DHSS may define “increased enrollment” as:

- Enrollment above the baseline;
- Enrollment equal to (or above) the Performance Target (based on the chosen baseline); or
- Enrollment beyond the Performance Target (based on the chosen baseline).

These Performance Targets will be compared to the actual increases in enrollment (as defined below) by the Provider to determine the Bonus Payment, if any, to be received for each Period of measure.

**Table 1: SAMPLE Provider Performance Targets**

| Provider Monthly Enrollment |     |        |   |   |   |
|-----------------------------|-----|--------|---|---|---|
| Metrics                     |     | Period |   |   |   |
|                             |     | 1      | 2 | 3 | 4 |
| Baseline                    | 100 |        |   |   |   |
| Performance Target          | 125 |        |   |   |   |

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**b. Calculating Increased Enrollment**

**Measurement of Increased Enrollment: “Period”** (monthly, quarterly, annually) means, as applicable, the period from and including the applicable Period Start Date to but excluding the Period End Date, as set forth below.

**Table 2: Periods of Measurement**

| Period No. | Period Start Date | Period End Date                     |
|------------|-------------------|-------------------------------------|
| 1          | July 1, 2019      | [i.e. monthly, quarterly, annually] |
| 2          |                   |                                     |
| 3          |                   |                                     |
| 4          |                   |                                     |

At the end of each Period (each “Period End Date”), DPH/DHSS and the Provider will calculate (using provider data) the net increase in enrollment relative to the Provider’s performance target. The difference of the Baseline and the Performance Target of the Provider in enrollment of the population is the amount of the increase (the Increased Enrollment). If the increased enrollment for the target population meet/exceeds the Provider’s Performance Target, the Provider over-performs; if the Increased Enrollment for the Provider is below its Performance Target, the Provider’s under-performs.

**c. Determining the Size of the Contingent Bonus Payment**

The size of the Contingent Bonus Payment (defined as the payment of a bonus dependent on the provider achieving the performance target) is based on (a) amount that the Provider over-performs on its Performance Targets and (b) distribution of Performance Values (bonus, as defined below).

**Table 3: Performance Values**

*Over-performance.* The value of the Provider’s over-performance for a given benchmark is the number of beneficiaries of the target population enrolled that exceeds the Performance Target multiplied by the Performance Value.

| Benchmark | Over-performance (a) | x | Performance Value (b) | = | Bonus Payment |
|-----------|----------------------|---|-----------------------|---|---------------|
| 1         | #                    |   | \$xxx                 |   |               |
| 2         | #                    |   | \$xxx                 |   |               |

DPH/DHSS may institute a cap on “Contingent Bonus” and/or “Total Contingent Bonus Cap” to align enrollment goals for this target population with available financial resources. DPH/DHSS may also consider issuing a block payment to providers for executing a community-based engagement strategy aimed at the



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

target population (i.e. best practices monitored and assessed through Operating Committee meetings.)

**All bidders must indicate in their proposal how they will address the Benchmarks.** They must also provide proof of arrangements for referral for services they will not directly provide.

- Potential bidders should submit proposals for a comprehensive program package. Applications must address provision of Benchmarks. Additionally, bidders must define in their proposal those services that they currently provide, services provided on-site, off site, or by referral. Proposals must include, based on the bidder's selected Benchmarks, services for non-pregnant women of reproductive age including pre- and interconception periods, and/or pregnant women up to 2 years postpartum. The bidder's proposal must serve the populations stipulated in this RFP.

Proposals should reflect innovation and best practices, and address the cultural competence of the staff/agency.

Potential bidders will provide evidence of partnerships with state agencies, non-state agencies, or other providers who may participate in preconceptional and/or a comprehensive system of prenatal and postpartum care.

Additionally, bidders must provide statistical data as evidence of program progress if services as defined in the Benchmarks are currently provided. Statistical data include, but are not limited to vital statistics, surveillance, national and/or federal databases, and any data collected internally or submitted to the Division as part of a previous contract. All data included within the bid must be accurately cited or referenced, and if web-based, a working *URL* must be provided.

**Potential bidders will provide a work plan, timeline, and budget for the first twelve months of the project and a separate projected work plan, timeline, and budget for four additional years. The plan and budget should reflect long term sustainability including but not limited to plans to seek third party reimbursement.**

Under this RFP, selected bidder's performance will be evaluated. Bidders must comply with the requirements set forth by the Division for evaluation.

## **7. Reporting Requirements**

The bidder is required to submit a monthly report. The monthly report is defined as a detailed summary of services including but not limited to the attached spreadsheet (Appendix M); the number of referrals for each program service (i.e., as defined by the list of services in the Scope of Services section above); the number of unduplicated participants served by each program. In addition, individual level data is required, for use with the benchmarks and other quality measures (Appendix M). The cost for data collection is built into the benchmark and individual enrollment reimbursement rates. The Division reserves the right to modify the reporting methodology at any time under this RFP.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection f (insurance).

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise (for this particular project)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with this type of work and its requirements

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Mawuna Gardesey  
Public Health Administrator  
Email address: [Mawuna.Gardesey@state.de.us](mailto:Mawuna.Gardesey@state.de.us)  
Phone #: 302-744-4953  
Fax# 302-739-6653

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. **Each proposal must be submitted with 2 paper copies and 6 electronic copies on CD or DVD media disk.**

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on April 2, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones  
Purchasing Services Administrator  
Department of Health and Social Services  
Procurement Branch  
Main Admin Bldg., Sullivan Street  
2<sup>nd</sup> floor –room #257  
1901 N. DuPont Hwy  
Herman Holloway Campus  
New Castle, DE 19720  
(302) 255-9291**

Vendors are directed to clearly **print “BID ENCLOSED” and the RFP number “HSS 19 029”** on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent either certified or registered mail. Proposal must be received at the above address no later than **11:00 AM (Local Time) on April 2, 2019**.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 1, 2020. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**13. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**14. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**15. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than February 18, 2019. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of March 11, 2019. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Section number

Paragraph number

Page number

Text of passage being questioned

Questions are to be submitted electronically (by email) to the contact person for this RFP, Mawuna Gardesey at [Mawuna.Gardesey@state.de.us](mailto:Mawuna.Gardesey@state.de.us).

**16. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**17. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**18. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**19. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**20. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**22. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**24. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**25. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of the Division of Public Health, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals, which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §[6986](#).

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

| Criteria  | Weight        |
|---|---------------|
| <b>Qualifications of vendor</b><br>a) Administrative Oversight<br>b) Past experience in successfully operating quality programs of a similar type and with a similar population<br>c) Quality Assurance Program details<br>d) Available resources   | <b>25</b>     |
| <b>Methodology and Work Plan</b><br>a) strength of relationships in proposed zone (s);<br>b) support from communities in zone via letters of reference/support;<br>c) services proposed fit needs as expressed in RFP<br>d) proposed activities follow a logical sequence<br>e) adequacy of work plan & timeline schedules<br>f) builds on existing work of the Division's planning efforts<br>g) necessary infrastructure and plan to collect, maintain, and report quality program data<br>h) proposed CQI plan describes ongoing/continuous approach, monitoring plan, process and activities to support improvement | <b>25</b>     |
| Responses to Scope of Services, Section II.   | <b>25</b>     |
| The degree to which the bidder demonstrates the potential ability to recruit, hire, schedule, and train qualified staff.  | <b>15</b>     |
| Evaluation of the proposed costs as they relate to the proposed service delivery.   | <b>7</b>      |
| Inclusion of ACA Safe Harbor Additional Fees  | <b>3</b>      |
| <b>Total</b>  | <b>100%</b>   |
| <b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>  |               |
| <b>1) Does the bidder have a Supplier Diversity plan currently in place?</b>  | <b>Yes/No</b> |
| <b>2) Does the bidder have any diverse sub- contractors as outlined in Attachment 8 Tier II Sub-contractors?</b>  | <b>Yes/No</b> |

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

| Criteria   | Weight        |
|--|---------------|
| <b>3) Does the bidder have a written inclusion policy in place?<br/>If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.</b>   | <b>Yes/No</b> |
| <b>Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly affect quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.</b> |               |

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

If the vendor(s) are invited to make oral presentations, the evaluation team members will base their final scores on both the written proposal and the oral presentation.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**V. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**3. As a Service Subscription**

As a Service subscription, license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

**4. General Information**

- a. The term of the contract between the successful bidder and the State shall be for One (1) year with four (4) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**5. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**6. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**7. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**8. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**c. ACA Safe Harbor**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**d. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**e. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Mawuna Gardesey  
Public Health Administrator  
Email address: [Mawuna.Gardesey@state.de.us](mailto:Mawuna.Gardesey@state.de.us)  
Phone #: 302-744-4953  
Fax# 302-739-6653

**f. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**g. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
    - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
    - ii. Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
    - i. Medical/Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate
  - c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
    - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**i. BID BOND**

**There is no Bid Bond Requirement.**

**j. PERFORMANCE BOND**

**There is no Performance Bond requirement.**

**k. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**l. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**m. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**n. Price Adjustment**

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, The Division of Public Health shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

**o. Liquidated Damages**

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

**p. Dispute Resolution**

At the option of, and in the manner prescribed by Delaware Health and Social Services (DHSS), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, DHSS elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DHSS, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DHSS, to the Delaware Health and Social Services Director, for final and binding arbitration. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

mediation, arbitration or litigation, including attorneys' fees.

**q. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Division of Public Health.

**1. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion, the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**2. Termination for Convenience**

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**3. Termination for Non-Appropriations**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**r. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**s. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**t. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**u. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Division of Public Health.

**v. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**w. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**x. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**y. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**z. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**aa. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**bb. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**cc. Assignment Of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**dd. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**ee. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**ff. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**gg. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

shall not constitute acceptance of the work or any part thereof by the State of Delaware.

5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
10. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the Request for Proposals number HSS 19 029 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
11. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
12. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### 1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

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STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**VII. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Bidder's Signature Form
- Attachment 11 – Statements of Compliance
- Attachment 12 – Certification Sheet
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Sample Contract Boilerplate
- Appendix D - Governor's Infant Mortality Task Force Recommendations
- Appendix E - Reducing Infant Mortality by Improving Women's Health: Community Members' Input, Summer/Fall 2018, Executive Summary
- Appendix F - Healthy Women, Healthy Babies 2.0 Innovation for Impact Report
- Appendix G - Healthy Women, Healthy Babies Logic Model
- Appendix H - Social Determinants of Health ICD 10 Codes and Explanation
- Appendix I - Psychosocial Characteristics of HWHB and non-HWHB from PRAMS Data
- Appendix J - High Risk Healthy Women, Healthy Babies Zone, Delaware 2010-2017
- Appendix K - Basic Preliminary HWHB Entry Check (Intake Form)
- Appendix L - Consent Form
- Appendix M - Data fields for HWHB 2.0

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### **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5, 10, 11, and 12 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

#### **REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Mawuna Gardesey at [Mawuna.Gardesey@state.de.us](mailto:Mawuna.Gardesey@state.de.us). Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**Attachment 1**

**NO PROPOSAL REPLY FORM**

Request for Proposal No. HSS 19 029

Request for Proposal Title: Healthy Women Healthy Babies Program 2.0

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

**REQUEST FOR PROPOSALS NO.:** HSS 19 029  
**REQUEST FOR PROPOSALS TITLE:** Healthy Women Healthy Babies Program 2.0  
**DEADLINE TO RESPOND:** April 2, 2019 at 11:00 AM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Division of Public Health

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Public Health.

COMPANY NAME \_\_\_\_\_ Check one)

|                          |             |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual  |

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

| COMPANY<br>CLASSIFICATIONS:<br><br>CERT. NO.:<br>_____ | Certification type(s)                                       | Circle all that<br>apply |    |
|--|---|--------------------------|----|
|  | Minority Business Enterprise (MBE)                          | Yes                      | No |
|  | Woman Business Enterprise (WBE)                             | Yes                      | No |
|  | Disadvantaged Business Enterprise (DBE)                     | Yes                      | No |
|  | Veteran Owned Business Enterprise (VOBE)                    | Yes                      | No |
|  | Service Disabled Veteran Owned Business Enterprise (SDVOBE) | Yes                      | No |

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





## Attachment 4

# CONFIDENTIAL INFORMATION FORM

[illegible]

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**Attachment 5**

Request for Proposals No. HSS 19 029  
Request for Proposals Title: Healthy Women Healthy Babies Program 2.0

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

|   |  |
|---|--|
| <b>1. Contact Name &amp; Title:</b>                   |  |
| <b>Business Name:</b>                                 |  |
| <b>Address:</b>                                       |  |
| <b>Email:</b>   |  |
| <b>Phone # / Fax #:</b>                               |  |
| <b>Current Vendor (YES or NO):</b>                    |  |
| <b>Years Associated &amp; Type of Work Performed:</b> |  |

|   |  |
|---|--|
| <b>2. Contact Name &amp; Title:</b>                   |  |
| <b>Business Name:</b>                                 |  |
| <b>Address:</b>                                       |  |
| <b>Email:</b>   |  |
| <b>Phone # / Fax #:</b>                               |  |
| <b>Current Vendor (YES or NO):</b>                    |  |
| <b>Years Associated &amp; Type of Work Performed:</b> |  |

|   |  |
|---|--|
| <b>3. Contact Name &amp; Title:</b>                   |  |
| <b>Business Name:</b>                                 |  |
| <b>Address:</b>                                       |  |
| <b>Email:</b>   |  |
| <b>Phone # / Fax #:</b>                               |  |
| <b>Current Vendor (YES or NO):</b>                    |  |
| <b>Years Associated &amp; Type of Work Performed:</b> |  |

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

|   |   |                    |
|---|---|--------------------|
| <b>PART I – STATEMENT BY PROPOSING VENDOR</b>     |   |                    |
| 1. CONTRACT NO.<br>HSS 19 029                     | 2. Proposing Vendor Name:   | 3. Mailing Address |
|   |   |                    |
| <b>4. SUBCONTRACTOR</b>                           |   |                    |
| a. NAME   | 4c. Company OSD Classification:<br><br>Certification Number: _____  |                    |
| b. Mailing Address:                               | 4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No<br>4h. Service Disabled Veteran Owned<br>Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No |                    |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR           |   |                    |
| 6a. NAME OF PERSON SIGNING                        | 7. BY ( <i>Signature</i> )  | 8. DATE SIGNED     |
| 6b. TITLE OF PERSON SIGNING                       |   |                    |
| <b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b> |   |                    |
| 9a. NAME OF PERSON SIGNING                        | 10. BY ( <i>Signature</i> )   | 11. DATE SIGNED    |
| 9b. TITLE OF PERSON SIGNING                       |   |                    |

**\* Use a separate form for each subcontractor**

## Attachment 7

## State of Delaware - Monthly Usage Report

Contract Number / Title: \_\_\_\_\_

Check here if there were no transactions for the reporting period ☐

Report Start Date: \_\_\_\_\_  
Report End Date: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [Mawuna.Gardesey@state.de.us](mailto:Mawuna.Gardesey@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|---|---------------|------------------------|----------------------|-----------------------|--------------------|------------------|-------------------------------|--|-------------------------|---|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|
| <b>State of Delaware</b>                          |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
| <b>Subcontracting (2nd tier) Quarterly Report</b> |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
| Prime Name:                                       |               |                        |                      |                       |                    |                  | Report Start Date:            |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contract Name/Number                              |               |                        |                      |                       |                    |                  | Report End Date:              |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contact Name:                                     |               |                        |                      |                       |                    |                  | Today's Date:                 |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contact Phone:                                    |               |                        |                      |                       |                    |                  | *Minimum Required             |  |                         | Requested detail                                    |                        |                           |                                |                         |                               |                          |
| Vendor Name*                                      | Vendor TaxID* | Contract Name/ Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date* | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran /Service Disabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|   |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Attachment 10



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.





**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

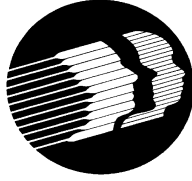
**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## APPENDIX A

### MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 3 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) complete, signed Bidders Signature Form. (See Attachment 10)
11. One (1) complete, signed Statements of Compliance Form (See Attachment 11)
12. One (1) complete, signed Certification Sheet (See Attachment 12)
13. Responses to Supplier Diversity and Inclusion plan questions located in Evaluation Criteria section of this RFP (Section IV.C.2.).

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Six (6) electronic copies of the vendor proposal saved to CD or DVD media disk. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

*[balance of page is intentionally left blank]*

**APPENDIX B**  
**DETAILED SCOPE OF WORK**

See Page 4, Section II of this RFP

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**APPENDIX C**

**SAMPLE CONTRACT BOILERPLATE**

**PROFESSIONAL SERVICES AGREEMENT  
For  
[ENTER CONTRACT NAME]  
Contract No. [Enter Contract Number]**

This Professional Services Agreement ("Agreement") is entered into as of [REDACTED], 20[REDACTED] (Effective Date) and will end on [REDACTED], 20[REDACTED], by and between the State of Delaware, Department of [REDACTED], Division of [REDACTED], [REDACTED] ("Delaware"), and [REDACTED], (the "Vendor"), with offices at [REDACTED].

WHEREAS, Delaware desires to obtain certain services to [REDACTED]; and [REDACTED].

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

**1. Services.**

1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix [REDACTED]; and (c) Vendor's response to the request for proposals, attached hereto as Exhibit [REDACTED]. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

**2. Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be from [REDACTED], 20[REDACTED] through [REDACTED], 20[REDACTED].
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix [REDACTED].
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$[REDACTED]. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **ENTER CONTRACT NUMBER** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- 2.8. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.10. Invoices shall be submitted to:

**3. Responsibilities of Vendor.**

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

| Project | Team | Title | % of Project Involvement |
|---------|------|-------|--------------------------|
|         |      |       |                          |

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances,

**STATE OF DELAWARE**  
**Delaware Health and Social Services, Division of Public Health**

Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

- 4.1. A project schedule is included in Appendix A.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

**5. State Responsibilities.**

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.

- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
- a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

**6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**7. Confidential Information.**

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification; Limitation of Liability.**

9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
- b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
  - i. Vendor shall have been notified promptly in writing by Delaware of any notice of such claim; and
  - ii. Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Vendor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
  - i. Procure the right for Delaware to continue using it,
  - ii. Replace it with a non-infringing equivalent,
  - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

**10. Employees.**

10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

**11. Independent Contractor.**

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Vendor shall be responsible for providing liability insurance for its personnel.
- 11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

**12. Dispute Resolution.**

- 12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- 12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**13. Suspension.**

- 13.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension,

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

13.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

**14. Termination.**

14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 14.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. **Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. **Assignment; Subcontracts.**

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. **Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**18. Non-Appropriation of Funds.**

18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**19. State of Delaware Business License.**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

**20. Complete Agreement.**

20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

20.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**21. Miscellaneous Provisions.**

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

- 21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

**22. Insurance.**

- 22.1. Vendor shall maintain the following insurance during the term of this Agreement:
- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  - b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
- 22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:
- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
  - c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**[ENTER AGENCY NAME]**  
**[ENTER AGENCY ADDRESS]**  
**[ENTER AGENCY CONTACT]**

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**23. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the particular goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**24. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

**25. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

(Agency contact address)

VENDOR:

(Vendor contact address)

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE**  
**DEPARTMENT OF**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## **APPENDIX D**

### **Governor's Infant Mortality Task Force Recommendations**

To review Governor's Infant Mortality Task Force Recommendations  
please see the following weblink:

<https://dhss.delaware.gov/dhss/dph/files/infantmortalityreport.pdf>

**APPENDIX E**

Reducing Infant Mortality by Improving Women's Health:  
Community Members' Input, Summer/Fall 2018  
Executive Summary

## Reducing Infant Mortality by Improving Women's Health: Community Members' Input, Summer/Fall 2018 Executive Summary

### Introduction

In June 2018, Delaware Division of Public Health (the Division) expressed interest in learning how the Division can support women of reproductive age to stay healthy and improve the healthcare services they receive. The Division of Public Health wanted to better understand:

- What services do women need?
- What services do women want?
- What are the gaps in services?
  - Mental health/coping
  - Nutrition counseling (hypertension)
  - Social services and supports
- What are the barriers to care?

To answer these research questions, DDPH contracted with John Snow, Inc. (JSI) and Judith W. Herrman, RN, PhD, ANEF, FAAN to conduct qualitative research. JSI worked with Dr. Herrman on the development of a focus group facilitator guide to explore three areas: 1.) Overall Health and Wellbeing; 2.) Access and Quality (barriers and facilitators); and, 3.) Reproductive Health. Dr. Herrman facilitated five focus groups in Delaware's three counties with a total of 65 women from ethnically and racially diverse populations.

*Overall Health and Wellbeing.* Women are aware of the need to maintain good health, diet and exercise and of preventing/managing stress, chronic conditions. Identified barriers to overall health and wellbeing include lack of knowledge of resources, financial resources, community safety (for exercise, walking, being outside) and stigma associated to mental health. Better access to tailored information would be helpful – for African American women, nutrition and weight information that is culturally aware would be helpful (e.g., how to prep healthy, filling recipes of familiar foods, being respectful of body image and not “just weighing”). Identified facilitators include family members and older generations with whom women could talk. Health care provider were identified as possible resources provided that interactions were not rushed but rather engaging and positive. A positive clinical environment including welcoming front end staff were also seen as facilitators.

*Access and Quality.* Quality varied with some women expressing concern regarding provider knowledge, long wait times and poor inter-provider communication. “Time” is a major, and multi-layered issue. Young mothers are busy. The time to see a provider can be long because of transit time (public transportation or waiting for a ride) or because of waiting in the clinic. Yet for many, time spent with a clinician seems rushed after all the effort of getting there. Some women reported accessing primary



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

care services through their GYN. Vision, dental and prescription medication co-pays were noted as difficult to access. In addition, lack of healthcare resources in Delaware, especially in Kent and Sussex Counties. Several cited waiting lists, lack of availability of appointments/long waits for appointments, and the distance of sites to be negative influences on healthcare access. Transportation, financial resources, and hours the clinics are opened were noted as additional barriers to care. Women who work multiple jobs have difficulty getting to the clinic before it closes. Lastly, lack of rapport or relationships with healthcare providers, lack of provider cultural competence and the mistrust of the “system” were other barriers noted. Facilitator to access to care discussed was positive health care provider relationships.

Reproductive Health. Some women discussed feeling coerced into using some birth control methods over others. Only a few women recognized the impact of being healthy for a healthy pregnancy (lack of knowledge regarding preconception health).

### **Recommendations**

While focus groups did not explore access issues as they relate to specific types of care (e.g., primary care, OB/GYN, etc.), those identified by participants are recurring challenges to the field of public health:

- Co-location of services. The availability of multiple services such as transportation, supports, and resources would address the complex social determinants experienced by women that impede their ability to access services. Developing healthcare sites that are comprehensive and provide community support and resources, including healthcare providers, labs, diagnostics, daycare/child care, common spaces for networking, and conference rooms for education and programming would provide valuable resources for all. The presence of care coordinators can facilitate assessment of patient needs and timely provision of relevant services.
- Culturally competent services and support. Culturally competent providers and culturally appropriate intervention and education is paramount to establishing good patient-provider relationships. Equally important is a positive clinic environment including. Community health workers (CHW) are a proven strategy to support consumers in navigating and accessing the services they need.
- Diverse workforce. Diversity of the workforce is also a critical, yet difficult to attain strategy.
- Patient-centeredness. If possible work flows could be redesigned to reduce cycle time in clinic. Or consider ancillary staff such as CHWs to be available to answer questions or talk prior to the visit. At a minimum, make visits seem less rushed by increasing listening time and sense of empathy.
- Oral health and vision care. Explore the ability for Medicaid to provide dental and vision care.

Ongoing re-examination of these challenges is required to identify strategies to improve the overall service delivery model. For example, maximizing patient time in the waiting rooms to provide ancillary health and social services as well as the integration of evidence based strategies such as care coordination/CHW staff to address the social determinants may enhance patients experience with care thereby increase the likelihood of improved health outcomes.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

### Observations

Although the incentive gift card and the meal were the initial drivers to our well-attended groups, our sample members discussed the value of information-sharing, networking, and learning. It would be interesting to see if these could be regularly held with nurses throughout the state in the absence of ongoing incentives. What seems especially treasured was the human element, being listened to, and feeling cared for in a personal way. The search for fundamental changes in health resources and the healthcare system may benefit from these findings and additional study of the perceptions of individuals and stakeholders who live, work, and play in Delaware.

### Results from the Survey Completed by Focus Group Participants

Sixty-one out of 65 women participants completed the brief survey provided prior to the start of each focus group session. The survey data allow us to quantify some of the barriers to care participants face, as well as their receptiveness to some options for addressing those barriers.

#### Focus Group Demographics

Most participants (82%) were African-American/Black:

- 50 (82.0%) African-American/Black
- 4 (6.6%) White
- 2 (3.3%) Multiracial (one person of whom was also of Hispanic/Latina/Spanish origin)
- 2 (3.3%) African-American/Black and of Hispanic/Latina/Spanish origin
- 1 (1.6%) Native
- 2 (3.3%) incomplete/missing information

Most participants (79%) had at least one child:

- 16 (26.2%) had one child
- 14 (23.0%) had two children
- 18 (29.5%) had three or more children
- 4 had no children and 13 did not report how many children they had (21.3% combined)

Participants covered the range of child-bearing ages:

- 11 (18.6%) aged 18-24 years
- 21 (35.6%) aged 25-34 years
- 20 (33.9%) aged 35-44 years
- 7 (11.9%) aged 44 years and over

Most attended (69%) the Wilmington-based focus groups:

- 42 (68.8%) at Wilmington (New Castle county)
- 12 (19.7%) at Dover (Kent county)
- 7 (11.5%) at Georgetown (Sussex county)

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

## Barriers to Accessing Health Care

Women were asked 8 questions that pertained to their ability to access health care for themselves. All 61 participants experienced at least one of these barriers.

We computed an intensity of barriers score<sup>†††</sup> which ranged in value from 0 (no barriers) to 15 points (all barriers often). The mean score was 7 points, quite high and indicative of multiple barriers. The pattern of multiple barriers varied: for some women, it was a few barriers which were experienced “often” (including not having a provider); for other women, it was many barriers which were experienced “sometimes”. We did not find any statistically significant<sup>†††</sup> differences in the mean intensity of barriers among women of different ages, numbers of children, or geographic location. In other words, participants of different ages, family sizes, and residence had similar degrees of barriers to care.

Consistent with the themes elicited from the focus group discussion, the most frequently reported barriers – reported by over half of participants – were: “sometimes or often having trouble making own health care appointments because of other priorities and commitments”, and “sometimes or often having trouble paying for own healthcare”. Interestingly, most participants have a provider.

| Barriers to Care   | Number of Respondents | Percent of respondents |
|--|-----------------------|------------------------|
| <i>Sometimes or often has trouble making own health care appointments because of other priorities and commitments</i>    | 35                    | 60.3%                  |
| <i>Sometimes or often has trouble paying for own healthcare</i>  | 36                    | 59.0%                  |
| Sometimes or often feels other priorities or needs are more urgent than own health care appointments                     | 24                    | 42.1%                  |
| Often unable to take children to own health care visits (of those with children)   | 19                    | 38.0%                  |
| Sometimes or often has trouble getting or paying for child care to go to own health care visits (of those with children) | 19                    | 33.3%                  |
| Has trouble with transportation  | 17                    | 27.9%                  |
| Does not have a health care provider for women’s health  | 10                    | 16.7%                  |
| Does not have a health care provider for general health  | 7                     | 11.7%                  |

## Options to Encourage Access to Health Care

The survey provided a checklist of 10 options that could potentially help women access more health care/participate in more frequent healthcare visits. Space was also provided to write in other options. Only one respondent provided a new option –that healthcare be “more welcoming”. For the purposes of analysis, this important insight was included in the existing option of “a provider that is kind and

<sup>†††</sup> Not having a general provider, not having a women’s health provider, and “often” having a specific barrier were all assigned two points; “sometimes” having a barrier (including trouble with transportation) assigned one point; having a general or women’s health provider or “never” experiencing a barrier were all assigned zero points. Scores across the 8 questions were then summed. The potential range of values was 0 to 15 points.

<sup>†††</sup> We used a statistical method (non-parametric ANOVA, with the Kruskal-Wallis test) appropriate for small samples sizes. However, we did not test for race-ethnic differences because most categories had < 5 respondents.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

friendly”. Nearly everyone (90%) endorsed two or more options; half of participants endorsed 4 or more options as potentially helpful. Yet, no one option was universally popular. Reminder calls, having a kind and friendly provider (practice), low/no cost copayments, and incentives were the most commonly chosen options.

| Options that Encourage Access Health Care          | Number of Respondents | Percent of Respondents |
|--|-----------------------|------------------------|
| <i>Reminder calls that you are due for a visit</i> | 35                    | 59.3%                  |
| <i>A provider that is kind and friendly</i>        | 31                    | 52.5%                  |
| <i>Low/no cost co-pays</i>                         | 31                    | 52.5%                  |
| <i>Offer incentives</i>                            | 30                    | 50.9%                  |
| Provider understands culture/life circumstances    | 29                    | 49.2%                  |
| Convenient hours                                   | 29                    | 49.2%                  |
| Transportation vouchers                            | 26                    | 44.1%                  |
| Ability to get multiple services in one visit      | 23                    | 39.0%                  |
| Convenient location                                | 20                    | 33.9%                  |
| A provider that respects you                       | 22                    | 37.3%                  |

There were 34 participants who sometimes or often had trouble paying for their own health care. They most frequently reported lower/no co-payments (61.8%) and reminder calls (64.7%) would benefit them. Another 35 participants sometimes or often had trouble making their own health care appointments because of other priorities and commitments. While there was some overlap (70%) with the group that had trouble paying for care, this group had different responses to the options. Convenient hours, convenient locations and reminder calls were important to over 60% of these women.

**APPENDIX F**

Healthy Women, Healthy Babies 2.0 Innovation for Impact Report



## Healthy Women, Healthy Babies



### Innovation for Impact Forum “HWHB 2.0”

Wednesday, October 24, 2018

### REPORT OF FINDINGS

Prepared by:  
Betsy Wheeler, MBA, President  
December 19, 2018



**Wheeler & Associates**  
MANAGEMENT SERVICES INC

## INTRODUCTION

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On Wednesday October 24, 2018, a Forum to discuss strategies for optimizing the State funded, **Healthy Women Health Babies** (HWHB) program, and ultimately the health of high risk Delaware women and their babies, was conducted. The HWHB program is at an important crossroads as 2019, its second decade of operation and service, approaches.

The health system has changed considerably since the HWHB inception in 2008. Health payers have started a shift to value the outcomes of care versus the quantity of care. Clinical service teams are interdisciplinary recognizing the integral connection between physical and mental health. Navigators, community health workers, care coordinators, and ambassadors are essential members of the health workforce. Community resources and non-traditional partners are recognized as critical to address other social determinants of health required to achieve desired physical health outcome goals.

## FORUM DESIGN

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### ***Participation:***

Leaders from the Delaware Division of Public Health Family Health Services Branch convened approximately 100 partners and stakeholders, both longstanding and new, in dialogue about innovative strategies to continue the program's service commitment, and simultaneously adapt to a new health environment. The invitation list of nearly 300 people included contracted clinical service providers, leadership and members of the Delaware Healthy Mothers & Infants Consortium, leaders from non-profit, community-based, health, human, and social service organizations, academia, and State agencies. *(The Participant Listing is included as Appendix 1.)*

### ***Discussion Format:***

Planning for the Forum began in July 2018. Considerations for structure included:

- *concurrent break-out groups wherein all participants would cycle through all break-out topics,*
- *sequential group presentations with an "open microphone" question/ answer period at end of day,*
- *whole group presentations followed by small table-top discussions.*

The latter format was ultimately chosen in order to maximize whole group discussion time. The use of separate breakout sessions was determined as administratively and logistically more cumbersome without marginal gain.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

The three main priority areas of focus for the days discussion were predetermined as 1) value-based contracting, and reimbursement trend towards “pay for quality”, 2) the role(s) of community health workers, and 3) addressing social determinants of health. While many subtopics were discussed as appropriate extensions associated with any of those particular categories, it was ultimately determined that inclusion of the overarching concept of “innovation” within each of the categories would facilitate exploration of any number of sub-topics. This prioritization of three key content areas; value, community health workers, and “other” determinants of health also led to defining the core question to be answered by the 10/24/18 Forum;

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*“BASED ON WHERE HWHB HAS BEEN, AND IS NOW, HOW CAN IT (THE PROGRAM) MOST EFFECTIVELY ADAPT ITS GOALS FOR THE CURRENT ENVIRONMENT?”*

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This simple, central, question, and limitation to a 2/3 day working session, resulted in the decision to streamline the presentation of information, proffered by the best in the field, to the extent possible. The opening session was intended to “level-set” with a brief overview of the HWHB’s evolution, programmatic results, health outcome impacts, and lessons learned. A speaker panel on reimbursement was assembled to provide an expert in value contracting/payment design, senior level representation from the State’s public payment Agency (Division of Medicaid and Medical Assistance), and senior level representation from a commercial insurance plan with active quality-incented plan offerings in Delaware. The panel’s objective was to paint a picture of the overall public and private reimbursement environment in which the HWHB program, and it’s contracted providers, is currently operating. Finally, a review of State and federally supported, infant mortality reduction initiatives was completed to identify those with federal **and peer** recognition of success, and their predominant inclusion of community health workers, and clearly defined methods of addressing social, and other, determinants of health, within community-based service delivery models. That research identified a number of East Coast models, the majority of which had their roots in the federally-funded Healthy Start grant program. Through consultation with the national Healthy Start Association it was determined that a tag team approach between the Association, and one best practice program leader could most effectively impart critical information and working examples in an accelerated time frame. The agenda provided time for question and answer following the panel presentation of payers, and provided table top discussion time at two intervals within the best practice presentation. The best practice presentation was created in two halves, community health workers, and social determinants of health.

Discussion questions to facilitate the table top discussions were prepared and distributed to all registrants in advance. (*Discussion questions are included as Appendix 2.*) It was recognized during the planning process that given the unknown characteristics of the participants randomly seated at each table, that the discussion may be more amoebic than scripted. Registrants were provided the optional opportunity to submit written responses to the discussion questions. Eleven (11) State employee management volunteers familiarized themselves with the questions in advance as well. The State



STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

volunteers had the role of scribe at each participant table. Notes from observation, overall group discussion, from scribes, and from the written responses that were optionally submitted in advance, were ultimately collated to prepare this report. It should be noted that **all** written feedback is addressed within this report without exclusion. Further, the perceived meaning of written feedback is unaltered. The report of findings discussed below does however group similarly themed ideas and feedback. Predominant themes are identified herein.

***State and National Experts:***

State leaders, private sector experts, a national association leader, and the director of a nationally-recognized best-practice program provided information about trends in contracting, reimbursement, community engagement, outreach, and education and best practice community models.

- *Karyl Rattay, MD, MS, Director, Delaware Division of Public Health*
- *Joel Straker, Manager, Third Sector Capital Partners, Inc., Boston*
- *Elizabeth Brown, MD, Medical Director, Delaware Division of Medicaid and Medical Assistance*
- *Kevin O'Hara, Director of Provider Relations and Servicing, Highmark Delaware*
- *Deborah L. Frazier, Chief Executive Officer, National Healthy Start Association*
- *Faye Johnson, Executive Director, Northeast Florida Healthy Start Coalition, The Magnolia Project*

Biographical information on each is presented below in order of the 10/24/18 agenda.

***Karyl Thomas Rattay, MD, MS*** is the Director of the Division of Public Health (DPH) within Delaware Health and Social Services. Dr. Rattay leads nearly 700 employees who promote health, reduce health inequities, and protect Delawareans from disease, environmental hazards, and public health emergencies. Dr. Rattay is board-certified in Pediatrics and practiced pediatrics for 14 years. Previously, she worked at Nemours Health & Prevention Services, where she led their childhood obesity initiative and efforts to prevent overweight in multiple settings. Dr. Rattay earned a Medical Doctorate from the Medical University of Ohio in 1992 and completed her pediatric residency at Georgetown University and a preventive medicine residency at the University of Maryland. Dr. Rattay earned a Master's of Science in Epidemiology from the University of Maryland in 2001. She holds Bachelor of Arts degrees in Zoology and Pre-Medicine, which she received in 1987 from Ohio Wesleyan University in Delaware, Ohio.

***Joel Straker*** is a Manager at the Boston, Massachusetts, Third Sector office. Mr. Straker provides feasibility assessments, technical assistance, and project construction support to government, nonprofit, and philanthropic clients. Prior to joining the firm, Joel worked across the public, private, and nonprofit sectors and pursued multi-disciplinary academic training. Joel is a summa cum laude graduate of Monroe College with a BBA in Management and Finance. He graduated from Saint Mary's University as an Organization of American States Scholar with an MA in International Development Studies and from Oxford University as a Chevening Scholar with a Master in Public Policy.

***Elizabeth (Liz) Brown, MD, MSHP***, is a board-certified family physician and the Medical Director of the Division of Medicaid and Medical Assistance (DMMA) for the Delaware Department of Health and Social Services (DHSS). In addition to overall clinical policy, she is responsible for DMMA's strategy to address social determinants of

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

health, participation in statewide efforts to address the opioid epidemic, and strategic planning to enhance data analytics. Prior to her current role, Dr. Brown was the inaugural Harrington Clinician Scholar at the Christiana Care Health System (CCHS) Value Institute, and a faculty member in the Department of Family and Community Medicine at CCHS. Dr. Brown has experience in health policy research and medical education in addition to her clinical expertise in primary care and women's health. She received her medical degree from the University of Chicago and did her family medicine residency at Brown University. She was a Robert Wood Johnson Foundation Clinical Scholar at the University of Pennsylvania, where she also received a master's degree in health policy research, focusing on access to primary care for vulnerable populations. Her research has been published in journals such as *Health Affairs* and *Annals of Family Medicine*.

**Kevin O'Hara** is Director of Professional Relations, Provider Relations and Servicing for Highmark Delaware, Blue Cross Blue Shield. Mr. O'Hara is responsible for all aspects of provider servicing for Delaware products and providers. His experience includes 29 years in insurance operations and management and 19 years specifically in managed care in a variety of management roles including; Provider Relations, Operations, Provider Contracting, Claims Adjudication and Management. Kevin received his B.A. in Business Administration from Rutgers University, Camden NJ, in 1986.

**Deborah Frazier** is the Chief Executive Officer for the National Healthy Start Association. Ms. Frazier has 30 years of her professional career in the field of maternal and child. She is a past member of the HHS Secretary's Committee on Infant Mortality (SACIM), and the former Director of the Division of Child and Adolescent Health for the State of Arkansas. Ms. Frazier has a long and rich history with Healthy Start serving as grantee evaluator, technical advisor to projects, Project Director for New Orleans Healthy Start, founding member of the Association and past Board member. In her role as Co-Chair of the Association's Development Committee, she was responsible for securing funding critical to the growth and expansion of the organization- establishing regional conferences, the Healthy Start Leadership Institute, and the Partnership Grant with AMCHP and CityMatCH. Ms. Frazier has served as a consultant to: The American Academy of Obstetricians and Gynecologists developing and implementing their National Fetal and Infant Mortality Review Program (NFIMR); the Maternal and Child Health Bureau (MCHB) to evaluate community based programs; and to the National School Health Workgroup to develop national standards and policies for school health programs. She has provided consultation to community based programs across the country involving the development of strategic plans, needs assessments, and designing programs and services for those in need.

**Faye Johnson** is the Chief Executive Officer of the Northeast Florida Healthy Start Coalition, Inc. in Jacksonville, Florida, a coalition organized in 1991 as part of a statewide network of community-based efforts to reduce Florida's high infant mortality and improve the lives of women before, during and after pregnancy. Faye received her Bachelor's degree in Social Science and minor in Sociology from Jacksonville University. Faye has nearly 40 years of experience working with low-income populations in service and management positions. Faye oversees multiple programs within the organization; the Magnolia Project is a special federally-funded Healthy Start

preconception initiative, Azalea Project is an intensive case management model that serves pregnant and postpartum high-risk substance abusing women, the Fetal and Infant Mortality Review program, Fatherhood PRIDE and two evidence-based models, the MIECHV Nurse-Family Partnership and Healthy Families Jacksonville.

## INPUT/FEEDBACK

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### Overall Observations

#### ***Value-Based Contracting:***

Feedback from the panel presentation on value contracts, and pay- for- quality health plans, was intended to help ascertain if a baseline of readiness, or current experience, exists amongst HWHB participants for their eventual participation in such a reimbursement system from within the framework of the HWHB program. Other important information to be garnered was input on any hardships or hurdles that were experienced by community based organizations if indeed they have/had made, or are in the process of making, that transition. This later information was not obtained on 10/24/18.

From a bystander's perspective, it was observed that participant organizations largely fell into one of two categories;

1) Infrastructure ready in that they already utilize systems to capture and store information, and measure clinical outcomes using specified clinical indicators. These organizations participate in pay-for-value programs with insurers, and some participate within Accountable Care Organizations.

2) *Conceptually ready* but do not necessarily have a road map in place to guide the transition from a predominantly fee-for service model with little to no link to quality, through a continuum of alternative payment models based upon quality.

Regardless of which above, or in-between, category in which participating organizations fit, the 10/24/18 post-panel discussion, as well as written information received separately, was indicative of distinct and open interest, in several arenas. Some went as far as to suggest that the HWHB program could play an important role within State led efforts to migrate to Value-Based Performance and advance the Department of Health and Social Services' move to outcomes-oriented contracts.

#### **Provider organizations seek successful transitions from one type of revenue or payment model framework to another,**

Participants demonstrated a great deal of interest in understanding the average time frame, or time-line, required for achieving a full transition to a value based payment model, whether as a service contractor, or a credentialed health plan service provider. To the extent that this transition has clear phases community service providers indicated it would be helpful to have established benchmarks, or defined capacity requirements, at each interval or phase for transition to the next. An increased understanding of a provider's baseline capacity for effective transition to value-based payment would be beneficial to both payers and providers.

**Information sharing between providers and payers about the nature/breadth of services offered to high risk women would be welcomed, and**

Payers vocalized the benefit of having an improved understanding of the range of non-traditional services that are being provided by community service organizations to achieve desired maternal and infant health outcomes. Providers indicated that payers, both private and public, need to have a full understanding of their inherent risk in serving a high-risk population. In the publically funded system, Medicaid waivers can be pursued for some non-traditional services, however an admitted knowledge gap exists (for public payers) in structuring payment models for non-traditional services, particularly when those services are provided by non-traditional partners.

Community provider organizations would benefit by understanding the average profile, or most common (blinded) characteristics, of other provider organizations that participate in value-based reimbursement systems. This knowledge could help their transition along a continuum of capacity development (as referenced above).

Openness to evolving aside, it should be noted that there was articulated concern, about the counterintuitive nature of placing more risk on the provider (to achieve a quality outcome) to serve a high risk population. Though not explicitly stated, it was inferred that participants' questions around capacity level thresholds to facilitate effective evolution within a value based payment system were associated with their own self-assessment of capacity of Health Information Technology infrastructure, their processes and human resources for measuring, capturing, and reporting data, the characteristics and conditions of their current patient panel, the array of non-reimbursed services currently being offered to high risk populations, and current payment contracts. Additionally, understanding these provider organization's specific inputs (and/or deficits to be addressed for capacity development), would be advantageous to State Agencies who contract directly with managed care organizations and health plans. This increased knowledge could facilitate the State's use, on behalf of the provider community (or the HWHB program) to utilize "indirect levers" to shape managed care organization/health plan contracts.

Direct invitation encouraging such dialogue was made by both payers present.

**Clinical outcomes should be measured by agreed upon, evidence-based, clinical indicators.**

HWHB partner organizations appear to have systems in place to measure clinical outcomes, and use a variety of tools to benchmark, measure, and report. Defining what it is that the HWHB program wants most to affect may be a first step prerequisite to identifying a common measure or measurement system. March of Dimes data indicates increases in Delaware and national rates of pre-term birth, and some parties suggested that **pre-term birth weights** be a clinical indicator of study. Others suggested that **timely entry to prenatal care, maternal depression, and postpartum indicators** should remain indicators of focus. It was suggested that an All-Payer Claims database, and/or the Delaware Health Information Network (DHIN) may be utilized as sources of information to identify clinical indicators.

Referenced measurement systems include(d):

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- Health Resources and Services Administration’ Life Cycle Indicators and Uniform Data System
- Division of Medicaid and Medical Assistance’ 7 prenatal measures
- HWHB Bundle A Chronic Disease and Bundle C Prenatal/Postpartum measures
- HEDIS measures focusing on common ambulatory conditions such as diabetes, hypertension, and asthma, as well as those which focus on prevention (well child checks, cancer screening, and immunizations).
- American College of Gynecology clinical standards

It was suggested that the *Provider Scorecard* in development (or at least some measures from it) could be used as indicators for the HWHB program, or that some number of measures from within the *Scorecard* be mandatorily (and individually) selected by HWHB service providers.

Feedback did repeat a sentiment expressed directly by Dr. Karyl Rattay at the beginning of the day—HWHB participating provider organizations indicate frustration with administrative/data burden. Also, some feedback indicated that inadequate evidence for the program’s selected metrics to-date, has led to poor provider buy-in in the program. It was noted that ***“important data should be collected- not data for data”***. With that combination of feedback in mind, it is a timely opportunity to establish agreed upon clinical indicators that will demonstrate results towards achieving program goals.

One key point that was introduced to conversation within this aspect of discussion, did emerge throughout all the topics discussed on 10/24/18. *“Having a system of care in place (HWHB) is equally as important as its outcomes”*. This feedback was not suggestive of abandoning the use of clinical indicators as much as it was a perceived as a request of sorts to not lessen or diminish other aspects of program growth and development, such as its fostering of connections and collaboration, while establishing a new framework for measuring quality and impact.

***Community Health Workers (CHWs):***

Feedback from the presentation(s) on Community Health Workers was intended to help ascertain if HWHB participating provider organization currently utilize CHWs within their organizations, what tasks and functions they currently perform, and if there is opportunity to leverage these individuals (or organizational familiarity with CHWs) to add CHW functionality within the HWHB program.

Feedback indicates wide-ranging current practice in regards to the use of CHWs, ranging from “not in use” to the use of large (and longstanding) teams. Regardless of whether participants directly employ CHWs or not, there does appear universal familiarity with the employee classification of “CHW”, and there does appear to be at least direct interface (whether employed or not) with similar job classifications such as “Peers”, “Ambassadors”, and “Navigators” across the board. Regardless of semantics; current use and/or interaction with CHWs, Peers, Ambassadors, and Navigators reportedly tends to focus on building resource awareness, and provision of transportation and translation services. There appeared to be universal and enthusiastic agreement; verbally, and in notes, for the innovative ways that CHWs could serve the HWHB program and its patients. (The practical and procedural manner in

which these individuals (CHWs) would/will connect to the care team is *to be determined*.)

**At minimum** three strong themes emerged;

**CHWs should have an active role in the community to which they are going to serve.**

CHWs should be **from**, and actually know, the community they serve. “CHW employees should have a role and recognition from within the community that they serve and ready ability to actually get patients to recommended care.” Forum participants resoundingly indicated their view that CHW programs should be community-based (or vendor-based) versus centralized to the State / or the HWHB program. At least one table discussion considered that CHWs are “connectors” and if from the community being served, could be either male or female. Other participants suggested that CHWs could be former HWHB service recipients.

**CHWs should have a defined set of duties and a defined scope of service.**

### **Scope of Service:**

Participants provided a dichotomist perspective on the role of CHWs. On one hand, there was clear and repetitious concern for CHWs “*becoming everything to everyone*” and their simultaneous need to “*focus on their role; linking to care and services, and not becoming the provider.*” *On the other hand, there was far and away clear articulation of sweeping multi-pronged* role to 1)find people/outreach, 2) link to care and services, 3) educate about resources, 4) facilitate individual and group education/training, 5) assess needs and create life plans.

#### **Linking to Care and Services**

*Reference to the duty of “Linking to care and services”* routinely included parenthetical inclusion of stock language “assistance with language and transportation to pharmacy, medical care, and supporting services.”

#### **Educate about Resources**

There was an equally strong indication that CHWs should have a primary role to educate. Suggested domains on which CHWs could provide cursory education and reinforcement include:

- Breastfeeding
- Parenting
- Car Seat Access
- Nutrition
- Food Insecurity

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Delaware Health and Social Services, Division of Public Health

- Housing & Utility Assistance
- (Pediatric) Developmental Milestones
- Maternal Depression
- Safe Sleep
- Legal issues
- Violence/Abuse
- Reproductive Life Planning

Facilitate Individual And Group Education/Training

Suggested topics on which CHWs may have a lead role in **“teaching”** (or perhaps a facilitating role to access appropriate trainer resources) included:

**Self-Advocacy**- including financial literacy, job skills, confronting discrimination. Many 10/24/18 participants supported an example provided by Faye Johnson from Florida; of forming “Community Action Networks” which offer grassroots leadership development and training of how to correctly advocate; e.g. participating in City/County government meetings, writing letters to elected officials, etc.

**Healthy Alternatives to Stress Management**, e.g. yoga, meditation, mindfulness

**“Chat & Chew”** sessions with women and families- informal discussions with subject matter experts on different topics.

Assess Needs And Create Life Plans

Finally, there was repetition of input that CHWs should have a role in **assessing** patients despite frequency of input that CHWs are not providers, not coordinating care. The task of **assessing** referenced the need for use of an assessment tool, the opportunity to screen for social determinants, and the ensuing body of knowledge that would be rendered about the patient and their needs (from screening). Knowledge gained via an assessment process was/is believed to identify most frequently encountered barriers in order to build CHW resource awareness and inventory. An assessment process was also identified as a means to create “life plans” at the individual patient level, a plan with individual and education goals, and one that could be incorporated to the medical record in order that providers can reinforce it with the patient as well.

**CHW Training & Development to Fulfill Envisioned Role:**

A surprising amount of feedback was provided regarding the development of an infrastructure for CHWs. It was suggested that given the volume of information, and level of resource awareness needed to effectively discharge the multiple roles of the CHW, that a CHW Forum should be established. This recommended Forum would be a place to share information amongst CHWs, share resources and experiences, and brainstorm ideas. This Forum was identified as a monthly activity, “led by a *“high stature/high profile person”* not only for dialogue but also, review of quantifiable process measures, and a place to receive training and exposure to available resources. In addition to CHWs needing an arsenal of resources (pertinent to all the topics listed previously in this report as “linkage to” resources), there was repeat suggestion that

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CHWs would need to have an understanding/awareness of community resources for mental health/losses, and for oral health care for pregnant women. CHWs also have the opportunity to identify family issues, relationships, financial literacy, child development, school readiness, etc. Another byproduct of such Forum would be readiness to apply for grants as a group.

Finally, it was suggested repeatedly that community organizations could/should provide training and a curriculum of sorts to HWHB. There was frequent input that established programs who dispatch human resources to target population are in many ways “defacto CHWs”. Encouragement for HWHB to convene other State managers to learn from, and/or reciprocate functionality between HWHB CHWs, DPH Health Ambassadors, DPH WIC “breastfeeding coaches” was stated often. DAPI and First State Fatherhood were cited as potential CHW trainers on existing fatherhood programs. Some additional target partners for CHW training and development include; AAP/pediatricians, Child Development Watch, Early Headstart, Medication Assisted Treatment programs to target pregnant women, social workers at libraries.

### **Patient Load:**

For those organizations who currently utilize some iteration of a CHW, there was universal agreement that “caseloads are high”; or that the ratio of persons served to employee is significant. The inferred point in this feedback is that the target population solicited or served by a CHW should be defined or finite. How to track care and services between the CHW and the patient was questioned. And related inquiry focused on the duration of CHW care and services given the likely start/stop nature of care and services rendered by the CHW to any individual patient. As peers to the high-risk female population, CHWs may focus their efforts and educational offerings on **prenatal and postpartum** populations. (Narrowing focus to these specific segments of the life cycle; pregnancy and postpartum, was recommended as a method by which to reduce the scope and magnitude of the target audience as to be manageable for CHWs.)

### **CHWs should be regarded as members of the care team.**

It was noted that CHWs need to be linked to the care team. Information collected and/or accrued by CHWs should be linked to the medical/clinical plan of care. One suggestion for a finite linkage was explicit CHW engagement upon a patient’s initial intake for prenatal care. CHWs could work with the clinical team to address barriers that might impact a healthy pregnancy or the patient receiving routine prenatal care. Other notes suggested the need for liaison between CHWs and traditional Case Managers, implying that the Case Manager may serve as the pivotal direct liaison between care team and CHW. Community organizations also indicated they would benefit by having their own staff, whether CHW, or Case Manager, function in a more informed and collaborative role within health plan’s case management services provided to patients. Regardless, while conceptually consistent feedback was provided by 10/24/18 participants that CHWs need to be more integrated to the care team, there was little exploration or input about processes to accommodate that integration. Interestingly there was repeat suggestion that HWHB function as an “enrollment program” with care coordination being the –primary benefit of enrollment.



***Social Determinants of Health:***

Feedback from the presentation(s) on Addressing Social Determinants of Health (SDOH) was intended to help ascertain if HWHB participating provider organization currently assess for underlying, systemic, barriers to health status, and if so how? The session was also intended to identify innovative methods to do the same and, to the extent possible, identify any correlations between addressing social determinants of health and use of CHWs.

While support for incorporating SDOH screening into the HWHB program was robust, this topic of discussion elicited the ***least amount*** of feedback about procedurally “how” to complete this step, and the ***most feedback*** regarding perceived barriers and hurdles to success.

***SDOH Screening Tools:***

Forum participants provided feedback pertaining to screening and assessment in several, disconnected, and sometimes contradictory, contexts.

First, as it relates to general risk assessment, ***NOT*** SDOH assessment, participants indicated that their determination of “high risk” for HWHB services is based upon race. African American women are high risk. Caucasian and other race women must have 2 or more HWHB risks to be classified as “high risk”. Many suggested that the HWHB general intake process be institutionalized, and streamlined. There was frequent input that the program would benefit by a standardized method of identifying risk.

When discussing the role of CHWs, it was indicated several times that CHWs should complete an “intake assessment” to initiate care coordination services, identify needed resources, and assist the patient in formulating a personal life plan. It was indicated in this context that the CHWs “assessment” could help identify SDOH.

However, when discussing the assessment of SDOH, feedback indicated conceptual support of screening for SDOH but rarely suggested that a universal tool be used. Organizations indicated that they may be at different places in terms of their ability to screen for SDOHs, and that a good tool for one may not be appropriate for another.

***SDOH Screening Process:***

Participants indicated that office practice flows are not conducive to screening for SDOH, and that it is a task that cannot be completed at or by the front desk. The individual (often a medical assistant) who privately completes vitals, may have a reasonable chance of collecting information, but so too do embedded behavioral health workers within the primary care unit. Feedback suggests that because screening for SDOH is fundamentally fragmented, so too is response. Mistrust/fear is reportedly high among patients, as is sense of stigma, and sometimes at root, basic attitudinal differences & rapport between the staff “screener” and the patient.

***SDOH Documentation:***

In several organizations, providers indicate that medical needs and risks are documented by providers and nurses primarily as part of the assessment and plan for individual medical conditions. Non-medical needs are documented similarly, or are addressed by way of referrals to social services coordinators or referrals staff. At least one organization is technologically incorporating the PRAPARE tool into its EMR/IT

systems. In the meantime that system, not others have the ready capability to extract that information from the EMR. Some EMRS have been modified to include SDOH (i.e. ICD 10 codes), others have SDOH data entered as “notes” so it cannot be extracted.

### ***SDOH Follow-Up:***

Participants reported their frustration with ability to follow up on referrals or address systemic patient needs. At an operational level there is limited time and/or human resources to factor in social services assistance to the medical office visit. At the community level, there are limited resources. Wait time for appointments for core human services is already long. Participants reported their observation of most frequent SDOH; poverty, housing, and utilities.

There was suggestion that absent the capability of systemically addressing social barriers, that new partnerships between medical and social service organizations be developed. Types of suggested partners include: Food Banks, Housing agencies, school health and prisons, Division of Labor for creation of job centers, libraries for space for yoga, and trainings. In addition, Walmart and churches could help conduct community baby showers.

## **OPPORTUNITIES**

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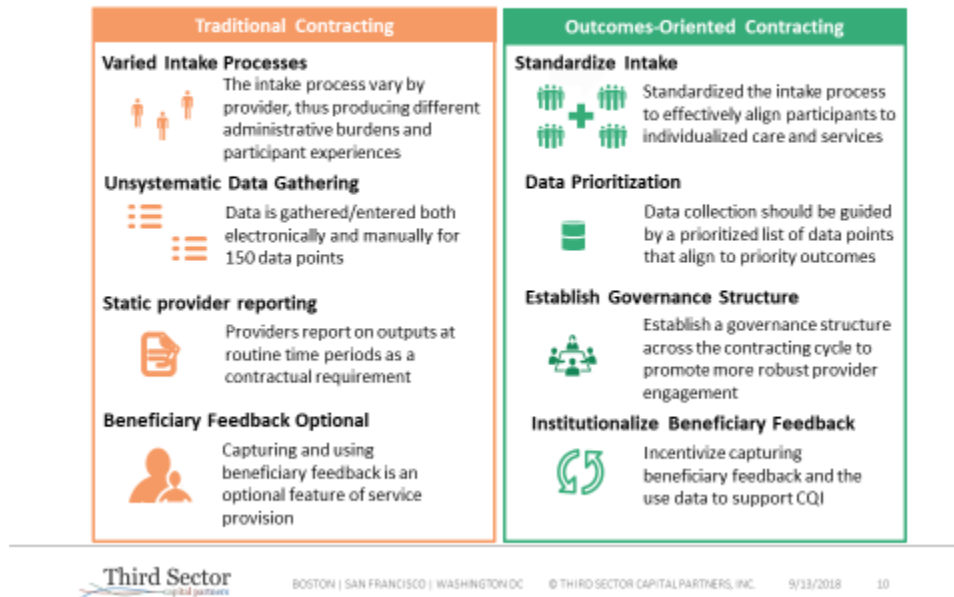
The scope of this report is not to provide recommendations on the overall structure and function of the HWHB program, but rather to provide recommendations for a path forward adding new elements based on a day of focused dialogue. It is difficult; however, to layer new components without consideration of the base. With this challenge in mind, following is a streamlined (not necessarily in priority order) set of recommendations to move each new focus area forward, while simultaneously reviewing and reinforcing the base HWHB program.

### ***Value-Based Contracting:***

#### ***Tutelage to Partners Through Transition***

Forum participants expressed concern for making effective transitions, and shoring up requisite capacity, at each stage of their respective evolution to value-based contracting. A **Third Sector** slide depicts phases of transition to outcomes-oriented contracting; standardization of intake, prioritization of data, governance structure(s), and beneficiary feedback. This graphic suggests a partnership between the HWHB program and its partners, and provides an order of growth that applies to both partners and the program.

**Opportunities for supporting an outcomes orientation for the HWHB program**



**Create Forum For Payer-Provider Dialogue**

HWHB has the opportunity to “collate and represent”, or “facilitate” senior level dialogue between providers and payers in regards to provider risk, and uncompensated service expense, in serving high risk populations. Public and private payers on 10/24/18 indicated not only interest, but need, for this type of input from providers about the breadth of services and supports necessary to achieve desired outcomes for high risk populations.

**Form a Clinical Steering Committee**

Formation of a Clinical leadership team comprised of representatives from all HWHB partner organizations could help address multiple needs; for example,

- Assimilation Of Clinical Indicators In Current Use
- Identification of clinical indicators
- SDOH indicators;
- Intake and risk assessment criteria/core needs.
- Technical assistance with workflows
- Technical assistance about documentation and reporting capabilities
- Scope of work for CHWs and Interface with the Care Team

**Community Health Workers (CHWs):**

**Formally Incorporate CHWs to HWHB**

CHWs at minimum, at onset, would serve as dedicated personnel focused on patient case finding, community resource navigation, and targeted patient education. Defining the role, the processes, and parameters of the role, and its interaction with the Care Team needs to be determined at organizational levels and at the HWHB level.

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*Establish A Networking Forum for CHWs*

Establishment of a forum for information and experience sharing between CHWs builds organizational and program capacity. This forum could facilitate exchange of idea and best practices, identify trends and needs, unearth service resources and identify gaps. Additionally, a CHW forum could serve as a mid-level management counterpoint to the previously recommended Clinical Steering Committee and could massage, test, implement, and report results on suggestions from that Committee. Utilize forum as a mechanism for CHW training and development, and also as a forum to plan patient (consumer) education activities.

*Continue Advocacy For A Universal Definition Of CHWs In DE*

HWHB to advocate for role, function, purpose, education, certification, training, and reimbursement of CHWs in DE.

*Social Determinants of Health (SDOH):*

*Utilize Clinical Steering Committee to Identify SDOH goals and indicators*

The Infant Mortality Collaborative Improvement and Innovation Network (IM ColIN) was/is a multi-year, nationwide initiative led by the National Institute for Children's Health Quality and funded by the Maternal Child Health Bureau, Health Resources and Services Administration. The "SDOH Learning Network" was created as one of six strategic initiatives by the IM ColIN. Between 2015-2017, 21 volunteer state teams participated in the collaborative and by 2017, using a World Health Organization framework, culminated the work in a set of SDOH indicators for monitoring and measuring health equity in related to perinatal care and infant mortality reduction. Final measures with data sources and definitions was published in 2018 and is available online at the Child & Adolescent Health Measurement Initiative at <http://action.cahmi.org/browse/mchmeasurement/MRN-project>.

At this writing, it is presumed that some emphasis on addressing SDOH will be a required component of partner participation in HWHB. It is however unknown if SDOH measures will be defined by the program, for the program, or if individual partner organizations will have latitude in selection and their own respective measurement. Regardless, if an effort will be made to achieve more standardization and consistency in defining goals and measurements for the program, the proposed Clinical Steering Committee would be an appropriate mechanism for reviewing, and narrowing, existing literature (v. "re-inventing the wheel") and/or quality improvement.

*Utilize CHWs to Begin Community Resource Identification*

In the spirit of recognizing HWHB lessons learned about using evidence-based measures to earn provider buy-in, and the need to streamline data collection to what is necessary for effective and consistent measurement (v. collecting multiple data points), it is recommended that time be spent to build a solid foundation for SDOH measurement. While SDOH indicators are being selected (above), CHWs may begin in earnest activities to identify and collate referral resources. Other data sources can be reviewed by the HWHB program, to identify the most dominant domains of social determinants and inequities. Frequent reference was made at the 10/24/18 to the body of knowledge that the 211 "Help Me Grow" system may have available to support

planning. Also mentioned in table discussions was the Delaware Health Information Network, as well as the perceived value of an All-Claims Database.

## CONCLUSION

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The HWHB program seeks to update its clinical performance goals, and more aggressively impact Delaware perinatal, infant, as well as maternal mortality outcomes. Since its inception, the program has been successful in forming a network of partner sites, establishing shared vision and commitment, defining a statewide target audience, and impacting preterm birth, neonatal deaths and racial/ethnic disparities. Moving forward, there is every opportunity to build on this successful framework, refining goals, parameters, and measurements, and adding community-level, community-specific, innovation. October 2018 Forum participants expressed clear enthusiasm for newer models of care using Community Health Workers and addressing Social Determinants of Health. Forum participants expressed openness to a shift towards value-based contracting with appropriate concern for risk, and capacity.

Though a cliché statement, the health care system has been in a somewhat suspended state of change for the past several years. Many health reform related initiatives had their pace, momentum, and/or funding stalled as a result of Presidential change in 2016. By 2018, a “new normal” is present, and seemingly, programs and initiatives are resuming with refreshed and/or new dimensions. “New normal” norms nationally, and in Delaware, include prioritization to reduce cost and improve quality. HWHB’s reboot to HWHB 2.0 will accomplish these goals.

CHWs have existed in many iterations in DE in the past decade, and have successfully bolstered many community-based initiatives. Their versatile roles, roots to communities being served, trust within the target population, and connection to the care team render them good vehicles for helping identify and address social determinant of health. As one Forum participant expressed;

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*“If we (HWHB) don’t begin to address social determinants at a more systemic level,  
then we will fail to achieve meaningful change overall.”*

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There is an opportunity for HWHB 2.0 to better serve Delaware consumers, and its participating organizations. Beginning a transition to outcomes-oriented contracting, standardizing intake, prioritizing data, creating governance structure(s), and using beneficiary feedback for program enhancements, will assist it in achieving new clinical outcomes goals, and will simultaneously assist in safeguarding and strengthening a “system of care”.

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

*Innovation for Impact 2.0*  
Appendix 1: Participant Listing

AmeriHealth Caritas Delaware  
Beebe Healthcare  
Brandywine Counseling & Community Services  
Brandywine Women's Health Associates  
Child Death Review Commission  
Children & Families First  
Christiana Care Health System  
Community Legal Aid Society, Inc.  
Connections CSP Inc.  
Delaware Division of Public Health  
Delaware Division of Libraries  
Delaware Division of Prevention and Behavioral Health  
Delaware Fatherhood and Family Coalition  
Delaware Health Net, Inc.  
Delaware Healthy Mother and Infant Consortium  
Division of Health and Social Services/ Division of Management Services  
Food Bank of Delaware, Inc.  
Help Me Grow/ Delaware 2-1-1  
Henrietta Johnson Medical Center  
Highmark  
Jewish Family Services  
La Red Health Center  
Nanticoke Memorial Hospital  
National Healthy Start Association  
NEFL Healthy Start Coalition  
Nemours Children's Health System  
New Directions Early Head Start  
NOVA Birth Partners  
Nurse Family Partnership  
St Francis Healthcare  
TASC - State of Delaware  
Third Sector  
United Way of DE / DE 2-1-1 Help Me Grow  
Upstream USA  
Westside Family Healthcare  
Wheeler & Associates Management Services  
Worldways Social Marketing

*Innovation for Impact 2.0*  
**Appendix 2: Discussion Questions**

**Working Session: Community Health Workers**

***Thought Provokers:***

1. What, if any, is the current role and function of Community Health Workers used by your organization to support services to high risk women?
2. Thinking of the role of Community Health Workers as extensions of the care team, or bridges who help identify and prompt attention to both medical and non-medical needs of patients what types of education or supports do you envision that CHWs would most routinely provide? i.e. importance of breast feeding, linkages to wrap around services such as home visiting, breastfeeding support groups, housing, transportation, etc..
3. If you are a non-clinical service organization, do you provide any of the supports that CHWs might utilize, or refer to?

***Table Discussion:***

- ☐ **Based on what you learned today, and the scope of CHWs, how do you, or do you, see CHWs complimenting the HWHB program model?**
- ☐ **What would be required for implementation?**

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Delaware Health and Social Services, Division of Public Health

**Working Session: Social, and Other, Determinants of Health**

***Thought Provokers:***

1. In your organization is there a process to “qualify”, “enroll”, or otherwise “identify” a high risk woman that constitutes a HWHB patient?

1a. Screening Tools:

Are screening tools used? If information is collected via a screening tool, which one? If not, how is it determined? Who collects it? How and When?

1b. Documentation and Measurement:

How are medical and non-medical needs and risks documented, stored, and measured?

Are both medical and non-medical needs addressed in care management plans?

Can such information be extracted from EMR systems?

2. Based on experience and observation to date, what other factors do your patients, or your staff, most often cite as perceived barriers to optimal health outcomes?

***Social Determinants:*** such as Housing, Food, Harm/Violence, Poverty

***Behavioral Determinants:*** such as Smoking, Alcohol/Substance, Weight/Fitness(BMI), MH/SA (depression)

***Other Determinants:*** Father Engagement, Familial support,

3. Do you utilize existing community partners/resources to address these needs? , is there a defacto referral process? Is there a feedback loop that provides update to the care management plan?

***Table Discussion:***

☐ **What processes or tools are used, or could be used to uniformly screen HWHB patients for social and other determinants that may be affecting their health outcomes? What indicators could be measured?**

☐ **What additional types of resource partners/services are most frequently used – or could be used- to support patient care? Are these additional resources existent in your service area? Do you have new partnership ideas as a result of today’s information**



**APPENDIX G**

Healthy Women, Healthy Babies Logic Model

**APPENDIX H**

Social Determinants of Health ICD 10 Codes and Explanation

## **APPENDIX I**

Psychosocial Characteristics of HWHB and non-HWHB from PRAMS Data

**APPENDIX J**

**High Risk Healthy Women, Healthy Babies Zone, Delaware 2010-2017**

**APPENDIX K**

**Basic Preliminary HWHB Entry Check (Intake Form)**

## 110



**APPENDIX L**

**Consent Form**





**healthy women,  
healthy babies**

The **Healthy Women, Healthy Babies (HWHB)** program is housed under the Delaware Division of Public Health and is a statewide preconception, interconception and prenatal health care program to meet the needs of the women of child-bearing age in Delaware.

The National Association of Maternal and Child Health Programs recognized Delaware's HWHB program for providing evidence-based preventive services beyond the scope of routine prenatal care.

The intention of the HWHB program is to provide supportive services beyond traditional well-woman visits and prenatal care. The goal is to provide assistive services to encourage the woman to maintain a healthy weight and a nutritious diet, receive appropriate amounts of folic acid, manage chronic disease, and address environmental risk factors such as smoking, substance abuse, or other stress-inducing circumstances.

The HWHB Program was developed using a life course framework to explain health and disease patterns – particularly health disparities across populations and over time. The program conceptualizes birth outcomes as the result of the entire life course of the mother leading up to pregnancy, not just the nine-month period that a woman is pregnant. Health is explained as interconnected or a series of inter-dependent stages over the course of one's life. The life course framework recognizes the interaction of behavioral, biological, environmental, psychological, and social factors that contribute to the health and well-being throughout an individual's life.

*I authorize the exchange of my health information between the Healthy Women, Healthy Babies Program and my health care provider for the purposes of providing services, paying for services, improving quality of services or program eligibility. This authorization remains in effect until revoked in writing by me.*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Distribution of copies: WHITE Retained in patient's record YELLOW—Patient's Copy

**APPENDIX M**  
**Data Fields for HWHB 2.0**